

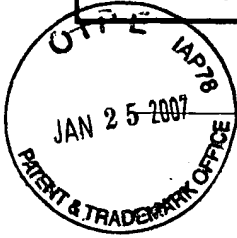


Galbreath Law Offices, P.C.

2516 Chestnut Woods Ct. Reisterstown, MD 21136-5523 U.S.A.

Telephone: 410-628-7770 Fax: 410-666-7274 Email: info@galbreath-law.com

Web: www.galbreath-law.com



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Company:
Fax Number: 1-571-273-2885

From: John A. Galbreath

Fax Number: 1-410-666-7274

Message:

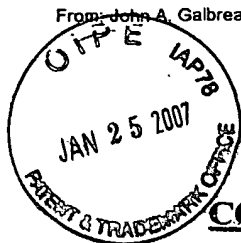
25 Jan. 2007

Dear Sir or Madam:

Please process the attached \$1000 issue & publ. fee payment for Appl. # 10/032,535. A comment on the Statement of Reasons for Allowance is also attached. If you have any questions, just give me a call at 410-628-7770.

Best regards,

John Galbreath
#46,718

**COMMENTS ON STATEMENT OF REASONS FOR ALLOWANCE****Appl. 10/032,535**

The Statement of Reasons for Allowance focuses on “negotiation” combined with complete anonymity as a key aspect of patentability. While the claims do cover a negotiation scenario – that is, a process of back-and-forth offer and counteroffer between contraparties after they are notified that an initial match has been made – the claims also cover other forms of transaction consummation.

For example, independent claims 1, 18, and 35 define that the contraparties contact each other, either directly or through an authorized representative, and *directly consummate* the transaction. Consummation of course includes negotiation, but it also includes other ways of closing a deal. By way of non-limiting example, the contraparties could simply confirm agreement to the initial terms.

Independent claim 51 defines that the contraparties contact each other and *take further action* to consummate the transaction. This further action can be a back-and-forth negotiation, but it can instead involve other actions leading to a consummation.

Independent claim 52 defines that the users *interact with each other* to complete the transaction. This interaction can involve a negotiation, but it can instead involve other forms of interaction leading to completion of the transaction.

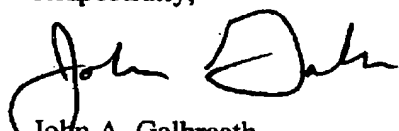
Independent claim 62 defines that the users *contact one another toward a completion* of the transaction. This contact can be a negotiation, but it can instead involve other forms of contact that lead toward completion of the transaction.

In independent claims 78, 94, 105, 115, 121, 137, 148, and 158, the contraparties/users are notified that an initial match has occurred, and they then consummate their transaction. The consummation activity of the contraparties/users can of course include a negotiation, but it does not have to. Importantly, these claims do not require contact between the contraparties/users in order to consummate the transaction, as would typically occur in a negotiation. In sum, other forms of consummation activity, involving contact and not involving contact, fall under the scope of these claims.

The Statement of Reasons for Allowance notes that Ferstenberg et al. (U.S. 6,968,318) does not disclose “‘direct’ negotiation between the counterparties, as required by the invention.” As discussed above, while independent claims 1, 18, and 35 define direct consummation, the other independent claims do not.

The 'Businessline' article noted as non-patent literature has a publication date of September 5, 1999, which is after the May 11, 1999 filing date of provisional application 60/133,655 and the May 14, 1999 filing date of provisional application 60/134,207, to which this application claims priority.

Respectfully,



John A. Galbreath
Reg. #46,718